

DRA06BLF

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF PROPERTY OWNER  
OR GRANTOR: HENRY G. DRAKE AND JUDITH K. DRAKE

PURPOSE: EASEMENT FOR SANITARY SEWER FACILITIES FOR  
BLUFFS SEWER IMPROVEMENT DISTRICT

ADDRESS: 555 BLUFF COURT

PARCEL NO.: 2945-082-00-054

CITY DEPARTMENT: PUBLIC WORKS AND PLANNING

YEAR: 2006

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**WHEN RECORDED RETURN TO:**  
**City of Grand Junction**  
**Real Estate Division**  
**250 North 5<sup>th</sup> Street**  
**Grand Junction, CO 81501**

RECEPTION #: 2355611, BK 4321 PG 472 12/26/2006 at  
09:09:55 AM. 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc  
Code: EASEMENT  
Janice Ward, Mesa County, CO CLERK AND  
RECORDER

3 PAGE DOCUMENT **GRANT OF SANITARY SEWER EASEMENT**

**Henry G. Drake and Judith K. Drake**, Grantors, for Two Thousand Seven Hundred Sixty-One and 25/100 Dollars (\$2,761.25) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality**, whose address is 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501, Grantee, for the benefit of the Persigo 201 Sewer System, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto, under, through and across the following described parcel of land, to wit:

A certain perpetual utility easement lying in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section 8, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Southwest corner of the SW 1/4 NW 1/4 of said Section 8 and assuming the West line of the SW 1/4 NW 1/4 of said Section 8 to bear N00°06'44"E with all bearings contained herein relative thereto; thence S89°57'06"E a distance of 30.00 feet to a point on the West line of that certain parcel of land as described in Book 1673, Page 141; thence N00°06'44"E along said West line a distance of 166.62 feet to the Point of Beginning; thence N00°06'44"E along said West line a distance of 43.85 feet; thence S27°01'21"E a distance of 100.54 feet; thence S73°09'27"E a distance of 22.54 feet to the Northwesterly right of way of E 1/2 Road; thence S26°02'54"W along said right of way a distance of 20.26 feet; thence N73°09'27"W a distance of 27.82 feet; thence N27°01'21"W a distance of 70.03 feet, more or less to the Point of Beginning.

Said parcel contains 2209 square feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, subject to the terms and conditions contained herein.

1. Grantors shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantors hereby covenant with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item or fixture which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.

2. Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantors' adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed. All facilities authorized pursuant to this conveyance shall be located below the surface of the ground, excepting manholes which shall be installed flush with the surface of the ground.

3. Grantee's utilization of the Easement shall be specifically limited to the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto. The easement rights herein granted do not include the right to alter or expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

4. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever, excepting all reservations, rights-of-way, restrictions, covenants and other encumbrances of record.

Executed and delivered this 3<sup>RD</sup> day of NOVEMBER, 2006.

Henry G. Drake  
Henry G. Drake

Judith K. Drake  
Judith K. Drake

State of Colorado    )  
                                  ) ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of NOVEMBER, 2006, by Henry G. Drake and Judith K. Drake.

My commission expires: 10/09/2007  
Witness my hand and official seal.



My Commission Expires 10/09/2007

Michael Grizenko  
Notary Public

# EXHIBIT "A"

2945-082-00-070  
 RAMONA LEE OSBORN  
 562 BLUFF COURT  
 GRAND JUNCTION, CO 81503

BOOK 1693, PAGE 70

2945-082-00-054  
 HENRY G. & JUDITH K. DRAKE  
 555 BLUFF COURT  
 BK 1673, PG 141

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN

**SANITARY SEWER EASEMENT  
 AREA = 2209.37 SQUARE FEET**

2945-071-00-043  
 B & P DEVELOPMENT CO.  
 3189 MESA AVENUE  
 GRAND JUNCTION, CO 81504

551 23 ROAD  
 BOOK 2069, PAGE 539

P.O.C.  
 SOUTHWEST CORNER  
 SW 1/4 NW 1/4  
 SEC 8, TWP 1 S, RGE 1 W  
 UTE MERIDIAN

N00°06'44"E  
 43.85'

P.O.B.

(BASIS OF BEARINGS)  
 WEST LINE SECTION 8  
 N00°06'44"E

N00°06'44"E 166.62'

S89°57'06"E  
 30.00'

S27°01'21"E 100.54'  
 N27°01'21"W 70.1'

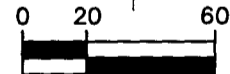
S73°09'27"E  
 22.54'

S26°02'54"W  
 20.26'

N73°09'27"W  
 27.82'

E 1/2 ROAD

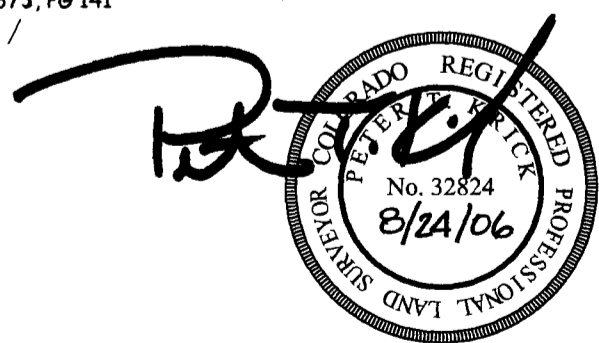
SOUTHERLY CORNER  
 BK 1673, PG 141



1 inch = 60 ft.



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



DRAWN BY: CM  
 DATE: 08-21-2006  
 SCALE: 1" = 60'  
 APPR. BY: PTK

BLUFFS SEWER IMPROVEMENT DISTRICT  
 SANITARY SEWER EASEMENT  
 2945-082-00-054

